

Also on or about September 25, 2008, SGI entered a Purchase Money Security Agreement with Pinnacle to finance the purchase of, and grant a security interest in, certain agreements. *Id.* Ex. D. Timster again executed an unconditional Guaranty, whereby it guaranteed the obligations of SGI. *Id.* Ex. E. Pinnacle subsequently assigned these agreements to Plaintiff.

Both SSG and SGI defaulted on their obligations under their respective agreements in 2010. *Id.* ¶¶ 6, 12. In accordance with the agreements, Plaintiff accelerated the debt and declared all amounts immediately due and payable. *Id.* ¶¶ 7, 13. The agreements provide for a late charge of 5% of amounts unpaid for longer than 10 days and interest at a rate of 18% per annum.

The Court, having carefully reviewed the evidence before it, finds that there is no genuine issue as to any material fact and that Plaintiff is entitled to judgment as a matter of law. The Court finds that Timster is liable to Plaintiff pursuant to the Guaranties for the outstanding obligations of SSG and SGI, which, as of the date of the motion, totaled \$37,640.03 and \$753,153.78, respectively. An appropriate Order accompanies this Opinion.

/s/ JOEL A. PISANO
United States District Judge